

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs
and
International Center for Language Studies, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the International Center for Language Studies, Inc. (ICLS) establishment located at 1133 15th Street, NW, Suite 600, Washington, DC 20005-2710, beginning on November 6, 2019. OFCCP found that ICLS failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified ICLS of the specific violations and the corrective actions required in a Notice of Violation issued on June 2, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and ICLS enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

In exchange for ICLS' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ICLS violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

1. OFCCP may review ICLS' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. ICLS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
2. Nothing in this Agreement relieves ICLS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

3. ICLS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
4. ICLS agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after ICLS submits its final progress report required in Section IV below, unless OFCCP notifies ICLS in writing before the expiration date that ICLS has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that ICLS has met all of its obligations under the Agreement.
10. If ICLS violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 (2014), and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send ICLS a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. ICLS shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If ICLS is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by ICLS, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. ICLS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-300.66 (2014), or 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
11. ICLS neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, ICLS failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 C.F.R. 60-1.12(a) and (e). Specifically, ICLS failed to keep and preserve accurate and complete records of all hiring, compensation, and termination activity. When records were requested to review the hiring, compensation, and termination actions, they were inaccurate. Furthermore, an accurate accounting of the number of hires, compensation actions, and terminations was not maintained, and the information was revised multiple times.

REMEDY: ICLS will preserve and maintain complete and accurate personnel and employment records, in accordance with 41 C.F.R. 60-1.12(a) and (3), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. However, if ICLS has a total workforce of less than 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 C.F.R. 60-1.12(a).

2. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, ICLS failed to develop and execute action-oriented programs in violation of 41 C.F.R. 60-2.17(c). Specifically, ICLS could only provided documentation of action-oriented programs from 2016, which is outside the review period. There is no evidence that ICLS engaged in effective outreach and recruitment for women and minorities during the review period.

REMEDY: ICLS will develop and execute action-oriented programs as required by 41 C.F.R. 2.17(c). Specifically, ICLS will maintain a current list of women and minority recruitment sources, and notify in writing, minority and women recruitment sources and community organizations when ICLS has employment opportunities available, and maintain a record of the organizations' responses.

3. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, ICLS failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred, in violation of 41 C.F.R. 60-300.5(a)2-6.

REMEDY: ICLS will list all employment openings as they occur with an appropriate employment service delivery system (either the state workforce agency job bank or a local ESDS) where openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to ICLS, as required by 41 C.F.R. 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, ICLS will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 C.F.R. 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, ICLS shall provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, ICLS failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 C.F.R. 60-300.44(f). Specifically, ICLS could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of opportunities it had during the review period.

REMEDY: ICLS will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 C.F.R. 60-300.44(f)(2). ICLS will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. 60-300.44(f)(3). ICLS will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. 60-300.44(f)(4). Among its outreach and recruitment activities, ICLS will solicit the assistance and support of at least the following organizations by sending job vacancy announcements for

positions that will be filled through external hire at its Washington, DC establishment as follows:

U.S. Department of Labor
Veterans' Employment & Training Service
200 Constitution Avenue, NW
Washington, DC 20210
Contact: Mr. Randall Smith , Hire Vets Medallion Program Manager
(202) 693-4745
Smith.Randall.E@dol.gov

Vocational Rehabilitation and Employment Services
National Capital Region Benefits Office
1722 I Street, NW
Washington, DC 20006
Contact: Mr. Ronald B. Abrams
(202) 265-8305

- 5. VIOLATION:** During the period July 1, 2018 through June 30, 2019, ICLS failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 C.F.R. 60-741.44(f). Specifically, ICLS could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of opportunities it had during the review.

REMEDY: ICLS will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. 60-741.44(f)(2). ICLS will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. 60-741.44(f)(3). ICLS will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. 60-741.44(f)(4). Among its outreach and recruitment activities, ICLS will solicit the assistance and support of at least the following organizations by sending job vacancy announcements for positions that will be filled through external hire at its Washington, DC establishment as follows:

American Association of People with Disabilities
2013 H Street, NW #500
Washington, DC 20006
Contact: Ms. Keri Gray, Senior Director of Stakeholder Engagement and Strategic Communications
(202) 521-4316

D.C. Department on Disability Services
250 E Street, SW
Washington, DC 20024
Contact: Dr. Unique Morris-Hughes, Director
(202) 730-1700

IV. OFCCP Monitoring Period

1. **Recordkeeping.** ICLS agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. ICLS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

a. **Schedule and Instructions.** ICLS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- The first report shall be due January 31, 2021 and will cover the period July 1, 2020 through December 31, 2020.
- The second report shall be due July 31, 2021 and will cover the period January 1, 2021 through June 30, 2021.

Each report shall contain the following:

- i. Documentation of action-oriented programs developed and executed on behalf of women and minorities, as specified in the Remedy to Violation 2;
- ii. Documentation showing that ICLS listed all job openings with the appropriate employment service delivery service where the opening occurred, as specified in the Remedy to Violation 3. ICLS will provide documentation of referrals from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reason(s) why a referred individual was not hired by ICLS. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- iii. Documentation of outreach and recruitment activities taken on behalf of protected veterans, including evidence of job vacancy announcements sent to, and communications with, at least the two organizations identified under Remedy 4 above;
- iv. Documentation of outreach and recruitment activities taken on behalf of individuals with disabilities, including evidence of job vacancy announcements

sent to, and communications with, at least the two organizations identified under Remedy 5 above;

- v. Hire data for the reporting period by job group, indicating gender, race, ethnicity, job title, and date of hire for each hired applicant;
- vi. Applicant data for the reporting period by job group, indicating gender, race, ethnicity, and job title applied to, for each applicant;
- vii. Termination data for the reporting period by job group, indicating gender, race, ethnicity, job title, and date of termination for each employee terminated;
- viii. Employee incumbency data for all employees at the beginning of the reporting period by job group, indicating gender, race, and ethnicity for each incumbent; and
- ix. Compensation data for all employees at the beginning of the reporting period, indicating gender, race, ethnicity, job group, job title, date of hire, salary and/or wage rate, and hours worked in a typical workweek. Other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay or overtime should be identified for each employee.

ICLS will submit reports to 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201. ICLS and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports ICLS provides in accordance with this agreement are customarily kept private or closely held, and ICLS believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, ICLS will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts ICLS' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify ICLS in writing within sixty (60) days of the date of the final progress report that ICLS has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies ICLS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines ICLS has met all of its obligations under the Agreement.

V. Signatures

The person signing this Agreement on behalf of ICLS personally warrants that he or she is fully authorized to do so, that ICLS has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on ICLS.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and International Center for Language Studies, Inc., 1133 15th Street, NW, Suite 600, Washington, DC 20005-2710.

(b) (6), (b) (7)(C)

Karen Decker
President
INT'L CENTER FOR LANGUAGE STUDIES
WASHINGTON, DC 20005-2710

DATE: June 12, 2020

(b) (6), (b) (7)(C)

Tom G. Wells
District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: June 18, 2020

(b) (6), (b) (7)(C)

Maurice Richard
Assistant District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: 06/16/2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(E)
Compliance Officer
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: 06/12/2020